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STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

Auc 19 2 30 ELLARATION AND PROTECTIVE COVENANTS TO MONTICELLO

BERNICE B SUBBINISION

WHEREAS, C & L Development, Inc., is the owner of all those certain lots of land situate in the County of Florence, State of South Carolina as shown on a plat by nesbitt surveying_co..incdated_may_30.1997, 1997, said plat having been recorded in the office of the Clerk of Court for Florence County in Plat Book 65 at Page 159; and

WHEREAS, the said C & L Development, Inc. is desirous of restricting the lots shown on said plat for the interest of the present and future owners of said lots and their protection, the same to be binding upon said C & L Development, Inc., and all other persons purchasing or acquiring property in said development, his/her/their heirs, executors, administrators, successors and assigns, NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, that the undersigned C & L Development, Inc., does hereby, for and in consideration of the benefits to be hereafter obtained as and when lots are sold by it, does hereby covenant and agree for itself, its successors and assigns the following protective restrictions and covenants shall apply, cover and govern the use and occupancy of all of the lots of land shown on the aforementioned plat, and each of which, when sold, shall be subject to and be binding upon all persons owning or purchasing said property, their heirs, successors and assigns:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of Thirty (30) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of Ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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BOOK A 500 PAGE 10/6

BERNICE B. PARKER C.C.C.P. FLORENCE COUNTY 1

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- 2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.
- 3. The layout of the lots as shown on said plat shall be adhered to and no scheme of facing lots in any other direction than that shown on said plat shall be permitted.
- 4. Except as provided herein no lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than single family dwelling, not to exceed two and one-half stories in height and an attached private garage or attached carport for not more than three (3) cars.
- 5. Except as provided herein no residence shall be erected on any lot which has less than two thousand (2000) square feet of heated floor area. In computing floor space under this section, open porches and garages, carports, and outside storage shall not be included. The exterior of all homes must be a minimum of 90% brick or stucco. John Curl reserves the right to change this requirement for homes with two thousand five hundred (2500) or more square feet of heated area. Two copies of all plans must be submitted to John Curl or his appointed agent for approval. Approval must be in writing before construction commences.
- 6. No building shall be located on any lot nearer to the front lot line than the minimum building set-back lines shown on the recorded plat or nearer to any side line than ten (10) feet. Corner lot sideline restrictions and irregular shape lots' building line will be shown on said plat. The said property shall not be further subdivided without the consent of John Curl, his heirs or assigns. John Curl, his heirs or assigns reserves the right in case of hardship to waive restrictions as to building lines and as to the facing of residences.
- 7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No horses, mules, ponies, donkeys, cows, or swine shall be permitted to be housed or penned on any lot. Dogs, cats, or fowl shall not be permitted in numbers or kept in such a manner as to create a nuisance. Household pets (not to exceed three in number) may be kept but may not be allowed to run free and shall be confined to the owners' lots. No pets or other animals may be kept for commercial breeding purposes.
- B. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No trailer, camper or motorhome shall be situated on any lot in such a way as to be visible from the front of said lot.
 - 9. No fence of any kind shall be built on or around any of the said lots without

the written approval of John Curl, being first obtained, both as to height and design and as to the material with which said fence is to be constructed, said written approval to be in instrument duly executed and acknowledged by said John Curl. Such approval shall be for fences in backyards only. No fences will be permitted in the front yard. All fences, facing front streets or side streets must be of the same brick used in construction of house. Gates may be of wrought iron or wood, but must be painted. No chain link fences will be permitted.

- 10. None of the numbered lots shown on said plat shall be used for manufacturing or commercial purposes of any kind or character whatsoever, including but not limited to a beauty parlor, etc.; nor shall any sign or advertising sign, other than a sign advertising the property for sale or rent be erected on said lots.
- 11. Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- 12. The grantor, its successors and assigns, retains an easement for the maintenance, constructions and repair of a drainage system, the area as shown on said map for drainage purposes.
- 13. Each lot owner shall be responsible for his or its pro rata share or portion of the street light utility bill.
- 14. All homes must be constructed on the site and no preconstructed home or modular home will be permitted.
- 15. All driveways will be of asphalt, concrete or brick construction. No slag or dirt driveways to be allowed.
- 16. The developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of street lighting, which requires a continuing monthly payment to Carolina Power & Light Company by each residential customer.
- 17. Each lot owner shall be responsible for the damage to curb, utility connections, underground facilities or street caused by the lot owner, its agents, servants, employees, contractor, subcontractor or material suppliers.
- 18. While home is under construction each lot owner will be responsible for debris, or materials scattered on dirt, on right of way, curb or street.
- 19. No antennas, or satellite dishes shall be erected in front yard or side yard facing a street.

- 20. Swimming pools and other recreational facilities, including any type outbuildings used in connection with such facilities, must be approved in writing by the developers.
- 21. Each lot owner whether or not they have built their home must keep their land clean and mowed comparable to other lots and homes in the neighborhood.
- 22. Beginning January 1, 1999 each lot owner and/or homeowner will be assessed \$25.00 a year and pay such amount to John Curl or his assignee for the care and maintenance of the entrance.

IN WITNESS WHEREOF, C & L Development, Inc., has caused these restrictions to be executed in his name and his seal to be affixed this 15th day of August, 1997. The same to be binding on his heirs and assigns.

IN THE PRESENCE OF:

C & L Development, Inc.

Alchorat P. Abuctland

By:

JOHN CURL, PRESIDENT

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

Personally appeared the undersigned witness and made oath that (s)he saw the within named C & L Development, Inc. by its president, sign, seal and as his act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

Jeni P. Poulas

Sworn to before me this 15th day of <u>August</u>, 1997

Notary Public for South Carolina

My Commission Expires:__

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STATE OF SOUTH CAROLINA $\frac{1}{2}$) DECLARATION AND PROTECTIVE)... 199 COVENANTS TO MONTICELLO COUNTY OF FLORENCE $\frac{1}{1600}$ $\frac{1}{3}$ SUBDIVISION PHASE II

WHEREAS, Horizon Developers of Florence, S.C., Inc., is the owner of all those certain lots of land situate in the County of Florence, State of South Carolina as shown on a plat by Nesbitt Surveying Co., Inc., dated January 25, 1999, said plat having been recorded in the office of the Clerk of Court for Florence County in Plat Book 70 at Page 403; and

WHEREAS, the said Horizon Developers of Florence, S.C., Inc. is desirous of restricting the lots shown on said plat for the interest of the present and future owners of said lots and their protection, the same to be binding upon said Horizon Developers of Florence, S.C., Inc., and all other persons purchasing or acquiring property in said development, his/her/their heirs, executors, administrators, successors and assigns, NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Horizon Developers of Florence, S.C., Inc., does hereby, for and in consideration of the benefits to be hereafter obtained as and when lots are sold by it, does hereby covenant and agree for itself, its successors and assigns the following protective restrictions and covenants shall apply, cover and govern the use and occupancy of all of the lots of land shown on the aforementioned plat, and each of which, when sold, shall be subject to and be binding upon all persons owning or purchasing said property, their heirs, successors and assigns:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of Thirty (30) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of Ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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BOOK A 554 PAGE 2012
BERNICE B. PARKER
C.C.C.P. FLORENCE COUNTY

CONTRACTOR

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- Enforcement shall be by proceedings at law or in equity against any person
 or persons violating or attempting to violate any covenants either to restrain violation or
 to recover damages.
- The layout of the lots as shown on said plat shall be adhered to and no scheme of facing lots in any other direction than that shown on said plat shall be permitted.
- 4. Except as provided herein no lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than single family dwelling, not to exceed two and one-half stories in height and an attached private garage or attached carport for not more than three (3) cars.
- 5. Except as provided herein no residence shall be erected on any lot which has less than two thousand (2000) square feet of heated floor area. In computing floor space under this section, open porches and garages, carports, and outside storage shall not be included. The exterior of all homes must be a minimum of 90% brick or stucco. John C. Curl reserves the right to change this requirement for homes with two thousand five hundred (2500) or more square feet of heated area. Two copies of all plans must be submitted to John C. Curl or his appointed agent for approval. Approval must be in writing before construction commences.
- 6. No building shall be located on any lot nearer to the front lot line than the minimum building set-back lines shown on the recorded plat or nearer to any side line than ten (10) feet. Corner lot sideline restrictions and irregular shape lots' building line will be shown on said plat. The said property shall not be further subdivided without the consent of John C. Curl, his heirs or assigns. John C. Curl, his heirs or assigns reserves the right in case of hardship to waive restrictions as to building lines and as to the facing of residences.
- 7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No horses, mules, ponies, donkeys, cows, or swine shall be permitted to be housed or penned on any lot. Dogs, cats, or fowl shall not be permitted in numbers or kept in such a manner as to create a nuisance. Household pets (not to exceed three in number) may be kept but may not be allowed to run free and shall be confined to the owners' lots. No pets or other animals may be kept for commercial breeding purposes.
- 8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No trailer, camper or motorhome shall be situated on any lot in such a way as to be visible from the front of said lot.
- 9. No fence of any kind shall be built on or around any of the said lots without the written approval of John C. Curl, being first obtained, both as to height and design and as to the material with which said fence is to be constructed, said written approval

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to be in instrument duly executed and acknowledged by said John C. Curl. Such approval shall be for fences in backyards only. No fences will be permitted in the front yard. All fences, facing front streets or side streets must be of the same brick used in construction of house. Gates may be of wrought iron or wood, but must be painted. No chain link fences will be permitted.

- 10. None of the numbered lots shown on said plat shall be used for manufacturing or commercial purposes of any kind or character whatsoever, including but not limited to a beauty parlor, etc.; nor shall any sign or advertising sign, other than a sign advertising the property for sale or rent be erected on said lots.
- 11. Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- 12. The grantor, its successors and assigns, retains an easement for the maintenance, constructions and repair of a drainage system, the area as shown on said map for drainage purposes.
- 13. Each lot owner shall be responsible for his or its pro rata share or portion of the street light utility bill.
- 14. All homes must be constructed on the site and no preconstructed home or modular home will be permitted.
- 15. All driveways will be of asphalt, concrete or brick construction. No slag or dirt driveways to be allowed.
- 16. The developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of street lighting, which requires a continuing monthly payment to Carolina Power & Light Company by each residential customer.
- 17. Each lot owner shall be responsible for the damage to curb, utility connections, underground facilities or street caused by the lot owner, its agents, servants, employees, contractor, subcontractor or material suppliers.
- 18. While home is under construction each lot owner will be responsible for debris, or materials scattered on dirt, on right of way, curb or street.
- 19. No antennas, or satellite dishes shall be erected in front yard or side yard facing a street.
- 20. Swimming pools and other recreational facilities, including any type outbuildings used in connection with such facilities, must be approved in writing by the developers.

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- Each lot owner whether or not they have built their home must keep their land clean and mowed comparable to other lots and homes in the neighborhood.
- Beginning January 1, 1999 each lot owner and/or homeowner will be assessed \$25.00 a year and pay such amount to John C. Curl or his assignee for the care and maintenance of the entrance.

IN WITNESS WHEREOF, Horizon Developers of Florence, S.C., Inc., has caused these restrictions to be executed in his name and his seal to be affixed this \(\frac{1}{2} \) day of March, 1999. The same to be binding on his heirs and assigns.

N THE PRESENCE OF: Jun P. Poulas Mandall Helly	By: JOHN C. CURL, PRESIDENT
STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE	ý

Personally appeared the undersigned witness and made oath that (s)he saw the within named Horizon Developers of Florence, S.C., inc. by its president, sign, seal and as his act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 12 day of March, 1999

Ilm P. Pondas Notary Public for South Carolina My Commission Expires: ________

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STATE OF SOUTH CAROLINA ED COUNTY OF FLORENCE ... - 1 .2 3: 10

DECLARATION AND PROTECTIVE COVENANTS TO MONTICELLO SUBDIVISION PHASE III

WHEREAS, Horizon Developers of Florence, S.C., Inc., is the owner of all those certain lots of land situate in the County of Florence, State of South Carolina as shown on a plat by Nesbitt Surveying Co., Inc., dated January 24, 2001 said plat having been recorded in the office of the Clerk of Court for Florence County in Plat Book 76 at Page 14; and

WHEREAS, the said Horizon Developers of Florence, S.C., Inc. is desirous of restricting the lots shown on said plat for the interest of the present and future owners of said lots and their protection, the same to be binding upon said Horizon Developers of Florence, S.C., Inc., and all other persons purchasing or acquiring property in said development, his/her/their heirs, executors, administrators, successors and assigns, NOW THEREFORE.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Horizon Developers of Florence, S.C., Inc., does hereby, for and in consideration of the benefits to be hereafter obtained as and when lots are sold by it, does hereby covenant and agree for itself, its successors and assigns the following protective restrictions and covenants shall apply, cover and govern the use and occupancy of all of the lots of land shown on the aforementioned plat, and each of which, when sold, shall be subject to and be binding upon all persons owning or purchasing said property, their heirs, successors and assigns:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of Thirty (30) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of Ten (10) years each, unless an instrument signed by a majority of

PM 2-1-2001 BOOK A 619 PAGE 389

C.C.C.P. FLURENCE COUNTY

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the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Enforcement shall be by proceedings at law or in equity against any 2. person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. The layout of the lots as shown on said plat shall be adhered to and no 3. scheme of facing lots in any other direction than that shown on said plat shall be permitted. Except as provided herein no lot shall be used except for residential 4. purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than single family dwelling, not to exceed two and one-half stones in height and an attached private garage or attached carport for not more than three (3) cars. Except as provided herein no residence shall be erected on any lot which has less than two thousand (2000) square feet of heated floor area. In computing floor space under this section, open porches and garages, carports, and outside storage shall not be included. The exterior of all homes must be a minimum of 90% brick or stucco. John C. Curl reserves the right to change this requirement for homes with two thousand five hundred (2500) or more square feet of heated area. Two copies of all plans must be submitted to John C. Curl or his appointed agent for approval. Approval must be in writing before construction commences. No building shall be located on any lot nearer to the front lot line than the minimum building set-back lines shown on the recorded plat or nearer to any side line than ten (10) feet. Corner lot sideline restrictions and irregular shape lots' building line will be shown on said plat. The said property shall not be further subdivided without the consent of John C. Curl, his heirs or assigns. John C. Curl, his heirs or assigns reserves the right in case of hardship to waive restrictions as to building lines and as to the facing of residences. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No horses, mules, ponies, donkeys, cows, or swine shall be permitted to be housed or penned on any lot. Dogs, cats, or fowl shall not be permitted in numbers or kept in such a manner as to create a nuisance. Household pets (not to exceed three in number) may be kept but may not be allowed to run free and shall be confined to the owners' lots. No pets or other animals may be kept for commercial

No structure of a temporary character, trailer, basement, tent, shack,

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garage, barn or outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No trailer, camper or motorhome shall be situated on any

lot in such a way as to be visible from the front of said lot.

breeding purposes.

No fence of any kind shall be built on or around any of the said lots without the written approval of John C. Curl, being first obtained, both as to height and design and as to the material with which said fence is to be constructed, said written approval to be in instrument duly executed and acknowledged by said John C. Curl. Such approval shall be for fences in backyards only. No fences will be permitted in the front yard. All fences, facing front streets or side streets must be of the same brick used in construction of house. Gates may be of wrought iron or wood, but must be painted. No chain link fences will be permitted. None of the numbered lots shown on said plat shall be used for manufacturing or commercial purposes of any kind or character whatsoever, including but not limited to a beauty parlor, etc.; nor shall any sign or advertising sign, other than a sign advertising the property for sale or rent be erected on said lots. Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect. The grantor, its successors and assigns, retains an easement for the maintenance, constructions and repair of a drainage system, the area as shown on said map for drainage purposes. Each lot owner shall be responsible for his or its pro rata share or portion of the street light utility bill. All homes must be constructed on the site and no preconstructed home or modular home will be permitted. All driveways will be of asphalt, concrete or brick construction. No slag or dirt driveways to be allowed. The developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of street lighting, which requires a continuing monthly payment to Carolina Power & Light Company by each residential customer. Each lot owner shall be responsible for the damage to curb, utility connections, underground facilities or street caused by the lot owner, its agents, servants, employees, contractor, subcontractor or material suppliers. While home is under construction each lot owner will be responsible for debris, or materials scattered on dirt, on right of way, curb or street. No antennas, or satellite dishes shall be erected in front yard or side yard facing a street. 000391

- 20. Swimming pools and other recreational facilities, including any type outbuildings used in connection with such facilities, must be approved in writing by the developers.
- 21. Each lot owner whether or not they have built their home must keep their land clean and mowed comparable to other lots and homes in the neighborhood.
- 22. Beginning January, 2002 each lot owner and/or homeowner will be assessed \$25.00 a year and pay such amount to John C. Curl or his assignee for the care and maintenance of the entrance.

IN WITNESS WHEREOF, Horizon Developers of Florence, S.C., Inc., has caused these restrictions to be executed in his name and his seal to be affixed this

31 day of January, 2001. The same to be binding on his heirs and assigns.

IN	THE	PRESENCE	OF:
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Horizon Developers of Florence, S.C., Inc.

Jose & Franger

JOHN C. CURL, PRESIDENT

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

Personally appeared the undersigned witness and made oath that (s)he saw the within named Horizon Developers of Florence, S.C., Inc. by its president, sign, seal and as his act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 31 day of January, 2001

Notary Public for South Carolina

My Commission Expires: 7-5-10

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STATE OF SOUTH CAROLINA DO COUNTY OF FLORENGE FEB 28 A 10)0 6

DECLARATION AND PROTECTIVE COVENANTS TO MONTICELLO SUBDIVISION PHASE IV

WHEREAS, Horizon Developers of Florence, S.C., Inc., is the owner of all those certain lots of land situate in Florence County, South Carolina as shown on a Final Plat prepared by Nesbitt Surveying Co., Inc., dated November 30, 2001, and recorded in the office of the Clerk of Court for Florence County in Plat Book 78 at Page 3/5; and

WHEREAS, the said Horizon Developers of Florence, S.C., Inc. is desirous of restricting the lots shown on said plat for the interest of the present and future owners of said lots and their protection, the same to be binding upon said Horizon Developers of Florence, S.C., Inc., and all other persons purchasing or acquiring property in said development, his/her/their heirs, executors, administrators, successors and assigns, NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Horizon Developers of Florence, S.C., Inc., for and in consideration of the benefits to be hereafter obtained as and when lots are sold by it, does hereby covenant and agree for itself, its successors and assigns the following protective restrictions and covenants shall apply, cover and govern the use and occupancy of all of the lots of land shown on the aforementioned plat, and each of which, when sold, shall be subject to and be binding upon all persons owning or purchasing said property, their heirs, successors and assigns:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of Thirty (30) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of Ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement shall be by proceedings at law or in equity against any person

BOOK A670 PAGE 2162 CONNIE R. DELL

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C.C.C.P. FLORULIDE COUNTY

10/2/162 10/2/162 or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

- The layout of the lots as shown on said plat shall be adhered to and no scheme of facing lots in any other direction than that shown on said plat shall be permitted.
- 4. Except as provided herein no lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than single family dwelling, not to exceed two and one-half stories in height and an attached private garage or attached carport for not more than three (3) cars.
- 5. Except as provided herein no residence shall be erected on any lot which has less than two thousand (2000) square feet of heated floor area. In computing floor space under this section, open porches and garages, carports, and outside storage shall not be included. The exterior of all homes must be a minimum of 90% brick or stucco. John C. Curl reserves the right to change this requirement for homes with two thousand five hundred (2500) or more square feet of heated area. Two copies of all plans must be submitted to John C. Curl or his appointed agent for approval. Approval must be in writing before construction commences.
- 6. No building shall be located on any lot nearer to the front lot line than the minimum building set-back lines shown on the recorded plat or nearer to any side line than ten (10) feet. Corner lot sideline restrictions and irregular shape lots' building line will be shown on said plat. The said property shall not be further subdivided without the consent of John C. Curl, his heirs or assigns. John C. Curl, his heirs or assigns reserves the right in case of hardship to waive restrictions as to building lines and as to the facing of residences.
- 7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No horses, mules, ponies, donkeys, cows, or swine shall be permitted to be housed or penned on any lot. Dogs, cats, or fowl shall not be permitted in numbers or kept in such a manner as to create a nuisance. Household pets (not to exceed three in number) may be kept but may not be allowed to run free and shall be confined to the owners' lots. No pets or other animals may be kept for commercial breeding purposes.
- 8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No trailer, camper or motorhome shall be situated on any lot in such a way as to be visible from the front of said lot.
- 9. No fence of any kind shall be built on or around any of the said lots without the written approval of John C. Curl, being first obtained, both as to height and design and as to the material with which said fence is to be constructed, said written approval to be in instrument duly executed and acknowledged by said John C. Curl. Such approval shall

be for fences in backyards only. No fences will be permitted in the front yard. All fences, facing front streets or side streets must be of the same brick used in construction of house. Gates may be of wrought iron or wood, but must be painted. No chain link fences will be permitted.

- 10. None of the numbered lots shown on said plat shall be used for manufacturing or commercial purposes of any kind or character whatsoever, including but not limited to a beauty parlor, etc.; nor shall any sign or advertising sign, other than a sign advertising the property for sale or rent be erected on said lots.
- 11. Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- 12. The grantor, its successors and assigns, retains an easement for the maintenance, constructions and repair of a drainage system, the area as shown on said map for drainage purposes.
- 13. Each lot owner shall be responsible for his or its pro rata share or portion of the street light utility bill.
- 14. All homes must be constructed on the site and no preconstructed home or modular home will be permitted.
- 15. All driveways will be of asphalt, concrete or brick construction. No slag or dirt driveways to be allowed.
- 16. The developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of street lighting, which requires a continuing monthly payment to Carolina Power & Light Company by each residential customer.
- 17. Each lot owner shall be responsible for the damage to curb, utility connections, underground facilities or street caused by the lot owner, its agents, servants, employees, contractor, subcontractor or material suppliers.
- 18. While home is under construction each lot owner will be responsible for debris, or materials scattered on dirt, on right of way, curb or street.
- 19. No antennas, or satellite dishes shall be erected in front yard or side yard facing a street.
- 20. Swimming pools and other recreational facilities, including any type outbuildings used in connection with such facilities, must be approved in writing by the developers.

- Each lot owner whether or not they have built their home must keep their land clean and mowed comparable to other lots and homes in the neighborhood.
- Beginning January, 2003 each lot owner and/or homeowner will be assessed \$25.00 a year and pay such amount to John C. Curl or his assignee for the care and maintenance of the entrance.

IN WITNESS WHEREOF, Horizon Developers of Florence, S.C., Inc., has caused these restrictions to be executed in its name and its seal to be affixed this 27th day of February, 2002. The same to be binding on its successors and assigns.

IN THE PRESENCE OF:	Horizon Developers of Florence, S.C., Inc.	
Spiridall Hiller	By: COHN C. CURL, PRESIDENT	
STATE OF SOUTH CAROLINA)	
COUNTY OF ELOPENCE	(

Personally appeared the undersigned witness and made oath that (s)he saw the within named Horizon Developers of Florence, S.C., Inc. by its president, sign, seal and as his act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this day of February, 2002

Notary Public for South Carolina

My Commission Expires: 7-5-10

Skindall Helly